

EXHIBIT 3

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Attorney for Cohn & Lord, APC

BEFORE JAMS

JAMES SAMATAS, as an individual, and
JAMES SAMATAS as TRUSTEE OF
THE JAMES SAMATAS REVOCABLE
TRUST,

Plaintiffs,

v.

COHEN & LORD, APC, JAMES F.
BOYLE, an individual, and BRUCE M.
COHEN, an individual,

Defendants.

Case No.

Notice of Counterclaim

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1 COHEN & LORD, APC,
2 Counterclaimant,
3
4 v.
5 JAMES SAMATAS, as an individual, and
6 JAMES SAMATAS as TRUSTEE OF
7 THE JAMES SAMATAS REVOCABLE
8 TRUST, and DOES 1 – 100,
9 Counterdefendants.

10 **First Claim**

11 (Breach of Contract)

12 1. At all times mentioned herein, counterclaimant Cohen & Lord, APC
13 (“Cohen & Lord”) has been a professional corporation organized and existing under
14 California law, doing business in Los Angeles County.

15 2. Counterdefendant James Samatas, individually and as trustee of the James
16 Samatas Revocable Trust N/T/A dated September 8, 1988 (collectively “Samatas”),
17 is a resident of Los Angeles County.

18 3. The true names and capacities of counterdefendants named herein by the
19 fictitious name of Doe are unknown to Cohen & Lord who therefore sues said
20 counterdefendants by such fictitious names. As and when Cohen & Lord discovers
21 their true names, it will seek leave to amend this counterclaim to allege same.

22 4. Cohen & Lord is informed and believes and thereon alleges that each of the
23 individual counterdefendants was the agent of the other and was authorized to do the
24 things alleged or was acting within the scope of that agency.

25 5. The obligation described herein was entered into and is payable in this
26 judicial district. The obligation sued on is not subject to the provisions of Civil Code
27 § 2984.4 or Civil Code §1812.10.
28

1 6. On or about October 11, 2010, Cohen & Lord and Samatas entered into a
2 written agreement in which (a) Cohen & Lord agreed to represent Samatas in
3 connection with issues relating to the home at 1424 Tanager Way, Los Angeles,
4 California, and such additional matters as Cohen & Lord might agree to undertake,
5 and (b) Samatas agreed to pay Cohen & Lord the fees and costs it incurred in
6 connection with said representation. Thereafter, Cohen & Lord began to represent
7 Samatas in LASC BC456738 ("the action"), and sent bills to Samatas, who paid the
8 fees and costs described in some of those bills.

9 7. Samatas breached the written agreement by failing and refusing to pay
10 Cohen & Lord the balance of fees and costs owed to it, in excess of \$3 million.

11 8. On March 22, 2017, Samatas substituted attorney Ellen K. Wolf in place of
12 Cohen & Lord in the action.

13 9. Cohen & Lord performed all things on its part to be performed under the
14 written agreement except as excused by law.

15 10. As a result of the above-described breach of the written agreement, Cohen
16 & Lord has been damaged in an amount which exceeds \$3 million, plus interest at
17 the legal rate of 10% per annum (Civil Code § 3289(b)).

18 **Second Claim**

19 (Account Stated)

20 10. Cohen & Lord realleges paragraphs 1 through 5.

21 11. An account has been stated between Cohen & Lord and Samatas for work,
22 labor and professional services rendered to Samatas. The current balance on such
23 account exceeds \$3 million, exclusive of interest at the legal rate, and Samatas is
24 indebted to Cohen & Lord in that amount.

25 12. This sum has not been paid although demand therefor has been made and
26 there is now due and owing, and unpaid, from Samatas a sum in excess of \$3 million,
27 together with interest at the rate of 10% per annum thereon.
28

Third Claim

(Quantum Meruit)

13. Cohen & Lord realleges paragraphs 1 through 5.

14. Cohen & Lord has furnished work, labor and professional services to Samatas at his special request, for which Samatas promised to pay Cohen & Lord the reasonable value. The reasonable value of the work, labor, and services that have not been paid for exceeds \$3 million.

15. This sum has not been paid notwithstanding that demand has been made therefor. There is now due and owing, and unpaid, from Samatas a sum in excess of \$3 million, together with interest at the rate of 10% per annum thereon.

Fourth Claim

(Work, Labor, and Services)

16. Cohen & Lord realleges paragraphs 1 through 5.

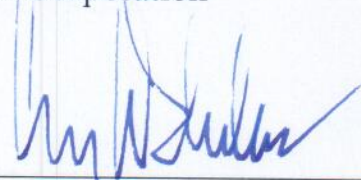
17. Samatas has become indebted to Cohen & Lord in excess of \$3 million for work, labor, and services, performed by Cohen & Lord for Samatas at his special request.

18. This sum has not been paid notwithstanding that demand has been made therefor. There is now due and owing, and unpaid, from Samatas a sum in excess of \$3 million, together with interest at the rate of 10% per annum thereon.

Wherefore, Cohen & Lord prays judgment as follows:

1. For a sum in excess of \$3 million, according to proof;
2. For interest at the rate of 10% per annum, according to proof;
3. For costs of suit herein; and
4. For such other and further relief as this court may deem just and proper.

Lyle R. Mink
A Law Corporation

By 
Lyle R. Mink
Attorney for Cohen & Lord

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1801 Century Park East, Suite 2600, Los Angeles, California 90067-2328.

On November 27, 2018, I served the following document(s) described as **DEFENDANT'S NOTICE OF COUNTERCLAIM** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

David Parker, Esq.
Shawn Shaffie, Esq.
Parker Mills, LLP
800 W 6th St, Ste 500
Los Angeles, CA 90017-2708
parker@parkermillslp.com
shaffie@parkermillslp.com

**Counsel for James Samatas, as an individual, and
James Samatas as Trustee of the James Samatas Revocable Trust.**

JAMS
c/o Arbitration Demand Team
555 W. 5th Street, 32nd Floor
Los Angeles, CA 90013
Attn: Geri

[XX] By Electronic Mail. I served the enclosed via e-mail transmission to each of the parties listed with an e-mail address.

[XX] By United States Mail. I am readily familiar with the practice of Cohen & Lord, a P.C. for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. The envelope or package was placed in the mail at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 27, 2018, at Los Angeles, California.

Marie Mangine